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8 **UNITED STATES DISTRICT**  
9 **COURT CENTRAL DISTRICT**  
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11 JACQUELINE CLEMENTS, as Trustee of  
12 the CLEMENTS FAMILY TRUST;  
13 JACQUELINE CLEMENTS, as guardian  
14 ad litem to A.C., a minor; JACQUELINE  
CLEMENTS, as guardian ad litem to L.C.,  
a minor; and KAVEAH, LLC,

15 Plaintiffs,

16 vs.

17 VIMMIA, LLC, a California limited  
18 liability company, AFSHIN “ARDY”  
19 RAMINFAR, an individual, and ALEX  
RAMINFAR, an individual,

20 Defendants.  
21

22 **AND RELATED COUNTERCLAIMS**  
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Case No. 8:25-cv-00122-WLH (DFMx)

**STIPULATED PROTECTIVE ORDER**

**“DISCOVERY MATTER”**

[This Stipulated Protective Order is substantially based, without material change, on the Model Protective Order established by Chief Magistrate Judge Karen L. Stevenson]

1 1. A. PURPOSES AND LIMITATIONS

2 Discovery in this action is likely to involve production of confidential,  
3 proprietary, or private information for which special protection from public disclosure  
4 and from use for any purpose other than prosecuting this litigation may be warranted.  
5 Accordingly, the parties hereby stipulate to and petition the Court to enter the following  
6 Stipulated Protective Order. The parties acknowledge that this Order does not confer  
7 blanket protections on all disclosures or responses to discovery and that the protection it  
8 affords from public disclosure and use extends only to the limited information or items  
9 that are entitled to confidential treatment under the applicable legal principles. The  
10 parties further acknowledge, as set forth in Section 12.3, below, that this Stipulated  
11 Protective Order does not entitle them to file confidential information under seal; Civil  
12 Local Rule 79-5 sets forth the procedures that must be followed and the standards that  
13 will be applied when a party seeks permission from the court to file material under seal.

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15 B. GOOD CAUSE STATEMENT

16 This action is likely to involve trade secrets, customer and pricing lists and other  
17 valuable research, development, commercial, financial, technical and/or proprietary  
18 information for which special protection from public disclosure and from use for any  
19 purpose other than prosecution of this action is warranted. Such confidential and  
20 proprietary materials and information consist of, among other things, confidential  
21 business or financial information, information regarding confidential business practices,  
22 or other confidential research, development, or commercial information (including  
23 information implicating privacy rights of third parties), information otherwise generally  
24 unavailable to the public, or which may be privileged or otherwise protected from  
25 disclosure under state or federal statutes, court rules, case decisions, or common law.  
26 Accordingly, to expedite the flow of information, to facilitate the prompt resolution of  
27 disputes over confidentiality of discovery materials, to adequately protect information  
28 the parties are entitled to keep confidential, to ensure that the parties are permitted

1 reasonable necessary uses of such material in preparation for and in the conduct of trial,  
2 to address their handling at the end of the litigation, and serve the ends of justice, a  
3 protective order for such information is justified in this matter. It is the intent of the  
4 parties that information will not be designated as confidential for tactical reasons and  
5 that nothing be so designated without a good faith belief that it has been maintained in a  
6 confidential, non-public manner, and there is good cause why it should not be part of  
7 the public record of this case.

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9 2. DEFINITIONS

10 2.1. Action: This pending federal lawsuit.

11 2.2. Challenging Party: a Party or Non-Party that challenges the designation of  
12 information or items under this Order.

13 2.3. "CONFIDENTIAL" Information or Items: information (regardless of how  
14 it is generated, stored or maintained) or tangible things that qualify for protection under  
15 Federal Rule of Civil Procedure 26(c), and as specified above in the Good Cause  
16 Statement.

17 2.4. Counsel: Outside Counsel of Record and House Counsel (as well as their  
18 support staff).

19 2.5. Designating Party: a Party or Non-Party that designates information or  
20 items that it produces in disclosures or in responses to discovery as  
21 "CONFIDENTIAL."

22 2.6. Disclosure or Discovery Material: all items or information, regardless of  
23 the medium or manner in which it is generated, stored, or maintained (including, among  
24 other things, testimony, transcripts, and tangible things), that are produced or generated  
25 in disclosures or responses to discovery in this matter.

26 2.7. Expert: a person with specialized knowledge or experience in a matter  
27 pertinent to the litigation who has been retained by a Party or its counsel to serve as an  
28 expert witness or as a consultant in this Action.

1        2.8. House Counsel: attorneys who are employees of a party to this Action.  
2 House Counsel does not include Outside Counsel of Record or any other outside  
3 counsel.

4        2.9. Non-Party: any natural person, partnership, corporation, association, or  
5 other legal entity not named as a Party to this action.

6        2.10. Outside Counsel of Record: attorneys who are not employees of a party to  
7 this Action but are retained to represent or advise a party to this Action and have  
8 appeared in this Action on behalf of that party or are affiliated with a law firm which  
9 has appeared on behalf of that party, and includes support staff.

10        2.11. Party: any party to this Action, including all of its officers, directors,  
11 employees, consultants, retained experts, and Outside Counsel of Record (and their  
12 support staffs).

13        2.12. Producing Party: a Party or Non-Party that produces Disclosure or  
14 Discovery Material in this Action.

15        2.13. Professional Vendors: persons or entities that provide litigation support  
16 services (e.g., photocopying, videotaping, translating, preparing exhibits or  
17 demonstrations, and organizing, storing, or retrieving data in any form or medium) and  
18 their employees and subcontractors.

19        2.14. Protected Material: any Disclosure or Discovery Material that is designated  
20 as "CONFIDENTIAL."

21        2.15. Receiving Party: a Party that receives Disclosure or Discovery Material  
22 from a Producing Party.

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24        3. SCOPE

25        The protections conferred by this Stipulation and Order cover not only Protected  
26 Material (as defined above), but also (1) any information copied or extracted from  
27 Protected Material; (2) all copies, excerpts, summaries, or compilations of Protected  
28 Material; and (3) any testimony, conversations, or presentations by Parties or their

1 Counsel that might reveal Protected Material.

2 Any use of Protected Material at trial shall be governed by the orders of the trial  
3 judge. This Order does not govern the use of Protected Material at trial.

4  
5 4. DURATION

6 Even after final disposition of this litigation, the confidentiality obligations imposed  
7 by this Order shall remain in effect until a Designating Party agrees otherwise in writing  
8 or a court order otherwise directs. Final disposition shall be deemed to be the later of (1)  
9 dismissal of all claims and defenses in this Action, with or without prejudice; and (2)  
10 final judgment herein after the completion and exhaustion of all appeals, rehearings,  
11 remands, trials, or reviews of this Action, including the time limits for filing any  
12 motions or applications for extension of time pursuant to applicable law.

13  
14 5. DESIGNATING PROTECTIVE MATERIAL

15 5.1. Exercise of Restraint and Care in Designating Material for Protection.

16 Each Party or Non-Party that designates information or items for protection under this  
17 Order must take care to limit any such designation to specific material that qualifies  
18 under the appropriate standards. The Designating Party must designate for protection  
19 only those parts of material, documents, items, or oral or written communications that  
20 qualify so that other portions of the material, documents, items, or communications for  
21 which protection is not warranted are not swept unjustifiably within the ambit of this  
22 Order.

23 Mass, indiscriminate, or routinized designations are prohibited. Designations that  
24 are shown to be clearly unjustified or that have been made for an improper purpose  
25 (e.g., to unnecessarily encumber the case development process or to impose  
26 unnecessary expenses and burdens on other parties) may expose the Designating Party  
27 to sanctions.

28 If it comes to a Designating Party's attention that information or items that it

1 designated for protection do not qualify for protection, that Designating Party must  
2 promptly notify all other Parties that it is withdrawing the inapplicable designation.

3 5.2. Manner and Timing of Designations. Except as otherwise provided in this  
4 Order (see, e.g., second paragraph of section 5.2(a) below), or as otherwise stipulated or  
5 ordered, Disclosure or Discovery Material that qualifies for protection under this Order  
6 must be clearly so designated before the material is disclosed or produced.

7 Designation in conformity with this Order requires:

8 (a) for information in documentary form (e.g., paper or electronic  
9 documents, but excluding transcripts of depositions or other pretrial or trial  
10 proceedings), that the Producing Party affix at a minimum, the legend  
11 “CONFIDENTIAL” (hereinafter “CONFIDENTIAL legend”), to each page that  
12 contains protected material. If only a portion or portions of the material on a page  
13 qualifies for protection, the Producing Party also must clearly identify the protected  
14 portion(s) (e.g., by making appropriate markings in the margins).

15 A Party or Non-Party that makes original documents available for inspection  
16 need not designate them for protection until after the inspecting Party has indicated  
17 which documents it would like copied and produced. During the inspection and before  
18 the designation, all of the material made available for inspection shall be deemed  
19 “CONFIDENTIAL.” After the inspecting Party has identified the documents it  
20 wants copied and produced, the Producing Party must determine which documents, or  
21 portions thereof, qualify for protection under this Order. Then, before producing the  
22 specified documents, the Producing Party must affix the “CONFIDENTIAL legend” to  
23 each page that contains Protected Material. If only a portion or portions of the material  
24 on a page qualifies for protection, the Producing Party also must clearly identify the  
25 protected portion(s) (e.g., by making appropriate markings in the margins).

26 (b) for testimony given in depositions that the Designating Party  
27 identify the Disclosure or Discovery Material on the record, before the close of the  
28 deposition all protected testimony.

(c) for information produced in some form other than documentary and for any other tangible items, that the Producing Party affix in a prominent place on the exterior of the container or containers in which the information is stored the legend "CONFIDENTIAL." If only a portion or portions of the information warrants protection, the Producing Party, to the extent practicable, shall identify the protected portion(s).

5.3. Inadvertent Failures to Designate. If timely corrected, an inadvertent failure to designate qualified information or items does not, standing alone, waive the Designating Party's right to secure protection under this Order for such material. Upon timely correction of a designation, the Receiving Party must make reasonable efforts to assure that the material is treated in accordance with the provisions of this Order.

## 6. CHALLENGING CONFIDENTIALITY DESIGNATIONS

6.1. Timing of Challenges. Any Party or Non-Party may challenge a designation of confidentiality at any time that is consistent with the Court's Scheduling Order.

6.2. Meet and Confer. The Challenging Party shall initiate the dispute resolution process under Local Rule 37.1 et seq.

6.3. The burden of persuasion in any such challenge proceeding shall be on the Designating Party. Frivolous challenges, and those made for an improper purpose (e.g., to harass or impose unnecessary expenses and burdens on other parties) may expose the Challenging Party to sanctions. Unless the Designating Party has waived or withdrawn the confidentiality designation, all parties shall continue to afford the material in question the level of protection to which it is entitled under the Producing Party's designation until the Court rules on the challenge.

## 7. ACCESS TO AND USE OF PROTECTED MATERIAL

7.1. Basic Principles. A Receiving Party may use Protected Material that is disclosed or produced by another Party or by a Non-Party in connection with this



1 Action only for prosecuting, defending, or attempting to settle this Action. Such  
2 Protected Material may be disclosed only to the categories of persons and under the  
3 conditions described in this Order. When the Action has been terminated, a Receiving  
4 Party must comply with the provisions of section 13 below (FINAL DISPOSITION).

5 Protected Material must be stored and maintained by a Receiving Party at a  
6 location and in a secure manner that ensures that access is limited to the persons  
7 authorized under this Order.

8 7.2. Disclosure of "CONFIDENTIAL" Information or Items. Unless otherwise  
9 ordered by the court or permitted in writing by the Designating Party, a Receiving Party  
10 may disclose any information or item designated "CONFIDENTIAL" only to:

11 (a) the Receiving Party's Outside Counsel of Record in this Action, as  
12 well as employees of said Outside Counsel of Record to whom it is reasonably  
13 necessary to disclose the information for this Action;

14 (b) the officers, directors, and employees (including House Counsel) of  
15 the Receiving Party to whom disclosure is reasonably necessary for this Action;

16 (c) Experts (as defined in this Order) of the Receiving Party to whom  
17 disclosure is reasonably necessary for this Action and who have signed the  
18 "Acknowledgment and Agreement to Be Bound" (Exhibit A);

19 (d) the court and its personnel;

20 (e) court reporters and their staff;

21 (f) professional jury or trial consultants, mock jurors, and Professional  
22 Vendors to whom disclosure is reasonably necessary for this Action and who have  
23 signed the "Acknowledgment and Agreement to Be Bound" (Exhibit A);

24 (g) the author or recipient of a document containing the information or a  
25 custodian or other person who otherwise possessed or knew the information;

26 (h) during their depositions, witnesses, and attorneys for witnesses, in  
27 the Action to whom disclosure is reasonably necessary provided: (1) the deposing party  
28 requests that the witness sign the form attached as Exhibit 1 hereto; and (2) they will not



1 be permitted to keep any confidential information unless they sign the  
2 “Acknowledgment and Agreement to Be Bound” (Exhibit A), unless otherwise agreed  
3 by the Designating Party or ordered by the court. Pages of transcribed deposition  
4 testimony or exhibits to depositions that reveal Protected Material may be separately  
5 bound by the court reporter and may not be disclosed to anyone except as permitted  
6 under this Stipulated Protective Order; and

7 (i) any mediator or settlement officer, and their supporting personnel,  
8 mutually agreed upon by any of the parties engaged in settlement discussions.

9  
10 8. PROTECTED MATERIAL SUBPOENAED OR ORDERED PRODUCED IN  
11 OTHER LITIGATION

12 If a Party is served with a subpoena or a court order issued in other litigation that  
13 compels disclosure of any information or items designated in this Action as  
14 “CONFIDENTIAL,” that Party must:

15 (a) promptly notify in writing the Designating Party. Such notification  
16 shall include a copy of the subpoena or court order;

17 (b) promptly notify in writing the party who caused the subpoena or  
18 order to issue in the other litigation that some or all of the material covered by the  
19 subpoena or order is subject to this Protective Order. Such notification shall include a  
20 copy of this Stipulated Protective Order; and

21 (c) cooperate with respect to all reasonable procedures sought to be  
22 pursued by the Designating Party whose Protected Material may be affected.

23 If the Designating Party timely seeks a protective order, the Party served with the  
24 subpoena or court order shall not produce any information designated in this action as  
25 “CONFIDENTIAL” before a determination by the court from which the subpoena or  
26 order issued, unless the Party has obtained the Designating Party's permission. The  
27 Designating Party shall bear the burden and expense of seeking protection in that court  
28 of its confidential material and nothing in these provisions should be construed as

1 authorizing or encouraging a Receiving Party in this Action to disobey a lawful  
2 directive from another court.

3  
4 9. A NON-PARTY'S PROTECTED MATERIAL SOUGHT TO BE PRODUCED  
5 IN THIS LITIGATION

6 (a) The terms of this Order are applicable to information produced by a Non-  
7 Party in this Action and designated as "CONFIDENTIAL." Such information produced  
8 by Non-Parties in connection with this litigation is protected by the remedies and relief  
9 provided by this Order. Nothing in these provisions should be construed as prohibiting a  
10 Non-Party from seeking additional protections.

11 (b) In the event that a Party is required, by a valid discovery request, to  
12 produce a Non-Party's confidential information in its possession, and the Party is  
13 subject to an agreement with the Non-Party not to produce the Non-Party's confidential  
14 information, then the Party shall:

15 (1) promptly notify in writing the Requesting Party and the Non-Party  
16 that some or all of the information requested is subject to a confidentiality agreement  
17 with a Non-Party;

18 (2) promptly provide the Non-Party with a copy of the Stipulated  
19 Protective Order in this Action, the relevant discovery request(s), and a reasonably  
20 specific description of the information requested; and

21 (3) make the information requested available for inspection by the Non-  
22 Party, if requested.

23 (c) If the Non-Party fails to seek a protective order from this court within 14  
24 days of receiving the notice and accompanying information, the Receiving Party may  
25 produce the Non-Party's confidential information responsive to the discovery request. If  
26 the Non-Party timely seeks a protective order, the Receiving Party shall not produce any  
27 information in its possession or control that is subject to the confidentiality agreement  
28 with the Non-Party before a determination by the court. Absent a court order to the

contrary, the Non-Party shall bear the burden and expense of seeking protection in this court of its Protected Material.

10. UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL

If a Receiving Party learns that, by inadvertence or otherwise, it has disclosed Protected Material to any person or in any circumstance not authorized under this Stipulated Protective Order, the Receiving Party must immediately (a) notify in writing the Designating Party of the unauthorized disclosures, (b) use its best efforts to retrieve all unauthorized copies of the Protected Material, (c) inform the person or persons to whom unauthorized disclosures were made of all the terms of this Order, and (d) request such person or persons to execute the “Acknowledgment and Agreement to Be Bound” that is attached hereto as Exhibit A.

11. INADVERTENT PRODUCTION OF PRIVILEGED OR OTHERWISE PROTECTED MATERIAL

When a Producing Party gives notice to Receiving Parties that certain inadvertently produced material is subject to a claim of privilege or other protection, the obligations of the Receiving Parties are those set forth in Federal Rule of Civil Procedure 26(b)(5)(B). This provision is not intended to modify whatever procedure may be established in an e-discovery order that provides for production without prior privilege review. Pursuant to Federal Rule of Evidence 502(d) and (e), insofar as the parties reach an agreement on the effect of disclosure of a communication or information covered by the attorney-client privilege or work product protection, the parties may incorporate their agreement in the stipulated protective order submitted to the court.

12. MISCELLANEOUS

12.1. Right to Further Relief. Nothing in this Order abridges the right of any

1 person to seek its modification by the Court in the future.

2 12.2. Right to Assert Other Objections. By stipulating to the entry of this  
3 Protective Order no Party waives any right it otherwise would have to object to  
4 disclosing or producing any information or item on any ground not addressed in this  
5 Stipulated Protective Order. Similarly, no Party waives any right to object on any  
6 ground to use in evidence of any of the material covered by this Protective Order.

7 12.3. Filing Protected Material. A Party that seeks to file under seal any  
8 Protected Material must comply with Civil Local Rule 79-5. Protected Material may  
9 only be filed under seal pursuant to a court order authorizing the sealing of the specific  
10 Protected Material at issue. If a Party's request to file Protected Material under seal is  
11 denied by the court, then the Receiving Party may file the information in the public  
12 record unless otherwise instructed by the court.

### 13 13. FINAL DISPOSITION

14 After the final disposition of this Action, as defined in paragraph 4, within 60  
15 days of a written request by the Designating Party, each Receiving Party must return all  
16 Protected Material to the Producing Party or destroy such material. As used in this  
17 subdivision, "all Protected Material" includes all copies, abstracts, compilations,  
18 summaries, and any other format reproducing or capturing any of the Protected  
19 Material. Whether the Protected Material is returned or destroyed, the Receiving Party  
20 must submit a written certification to the Producing Party (and, if not the same person  
21 or entity, to the Designating Party) by the 60 day deadline that (1) identifies (by  
22 category, where appropriate) all the Protected Material that was returned or destroyed  
23 and (2) affirms that the Receiving Party has not retained any copies, abstracts,  
24 compilations, summaries or any other format reproducing or capturing any of the  
25 Protected Material. Notwithstanding this provision, Counsel are entitled to retain an  
26 archival copy of all pleadings, motion papers, trial, deposition, and hearing transcripts,  
27 legal memoranda, correspondence, deposition and trial exhibits, expert reports, attorney  
28

work product, and consultant and expert work product, even if such materials contain Protected Material. Any such archival copies that contain or constitute Protected Material remain subject to this Protective Order as set forth in Section 4 (DURATION).

14. Any violation of this Order may be punished by any and all appropriate measures including, without limitation, contempt proceedings and/or monetary sanctions.

IT IS SO STIPULATED, THROUGH COUNSEL OF RECORD.

DATED: June 9, 2025

CALL & JENSEN  
A Professional Corporation  
Chris C. Scheithauer

By: /s/ Chris Scheithauer  
Chris C. Scheithauer  
Attorneys for Plaintiffs & Cross-Defendants

DATED: June 9, 2025

Robert A. Kashfian  
Troy D. Krouse  
KASHFIAN & KASHFIAN LLP

By: /s/ Robert A. Kashfian  
Attorneys for Defendants & Cross-Complainant

### **SIGNATURE CERTIFICATION**

I hereby certify that the content of this document is acceptable to Robert A. Kashfian, counsel for Defendant and Cross-Claimant Vimmia, LLC, and Defendants Afshin Raminfar and Alex Raminfar, and that I have obtained their authorization to affix their electronic signatures to this document.

By: /s/ Chris C. Scheithauer  
Chris C. Scheithauer

**ORDER**

FOR GOOD CAUSE SHOWN, IT IS SO ORDERED.

DATED: July 14, 2025

  
DOUGLAS F. MCCORMICK  
UNITED STATES MAGISTRATE JUDGE

EXHIBIT A

ACKNOWLEDGMENT AND AGREEMENT TO BE BOUND

I, \_\_\_\_\_ [print or type full name], of \_\_\_\_\_  
[print or type full address], declare under penalty of perjury that I have read in its  
entirety and understand the Stipulated Protective Order that was issued by the United  
States District Court for the Central District of California on [date] in the case of  
JACQUELINE CLEMENTS, as Trustee of the CLEMENTS FAMILY TRUST, et al. v.  
VIMMIA, LLC, et al, \_\_\_\_\_ **[insert formal name of the case and the number and  
initials assigned to it by the court]**. I agree to comply with and to be bound by all the  
terms of this Stipulated Protective Order and I understand and acknowledge that failure  
to so comply could expose me to sanctions and punishment in the nature of contempt. I  
solemnly promise that I will not disclose in any manner any information or item that is  
subject to this Stipulated Protective Order to any person or entity except in strict  
compliance with the provisions of this Order.

I further agree to submit to the jurisdiction of the United States District Court for  
the Central District of California for the purpose of enforcing the terms of this  
Stipulated Protective Order, even if such enforcement proceedings occur after  
termination of this action. I hereby appoint \_\_\_\_\_ [print or type full name] of  
\_\_\_\_\_ [print or type full address and telephone number] as my California  
agent for service of process in connection with this action or any proceedings related to  
enforcement of this Stipulated Protective Order.

Date: \_\_\_\_\_

City and State where sworn and signed: \_\_\_\_\_

Printed name: \_\_\_\_\_

Signature: \_\_\_\_\_